



BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW3

(WORKS COSTING LESS THAN Rs. 100 LAKHS)

Name of Work: Asphalting and Balance roads at
Muneshwara layout in ward No 03 of Yelahanka
Satellite Town sub Division

Estimate Cost: 70.00 Lakhs



BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/04/2022-23

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : 12-05-2022

**INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Through GOK e-Procurement Portal only)**

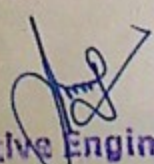
1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz <https://eproc.karnataka.gov.in>). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard tender document KW-1, KW-2, KW-3 & KW-4
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online/RTGS /NEFT /OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on 26-05-2022 and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.


Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e-Procurement Platform (<http://eproc.karnataka.gov.in>) website.
2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website <http://eproc.karnataka.gov.in> under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in> or contact e-Procurement Helpdesk at 080 - 22485867 / 22485927.
4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the e-procurement portal along with stipulated EMD notified in the tender document.
5. The contractor / supplier shall attach scanned DD or Bank Guarantee (for EMD) along with the bid on e-procurement portal and submit the original Bank Guarantee on before the last date and time notified in the Tender Document to the Tender Inviting authority.
6. The tenders will be evaluated only on confirmation of receipt of payment of EMD.
7. The Tender will remain valid for **180 Days** from the Date of Opening of Tender.
8. The Contractor is not eligible for submission of application for tender form if he has not put the tender after purchase of the tender document continuously for three times.
9. The Successful tenderer will have to execute an agreement with BBMP within seven days of receipt of intimation of Letter of Acceptance, failing which his tender will be summarily rejected without giving any further Notice.
10. The Contractor / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.
11. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.
12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No: 3/2.ಎಸ್ ಆರ್/G-5317/2012-13 ದಿನಾಂಕ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.
15. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/consultants appointed by BBMP.

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Bruhat Bengaluru Mahanagara Palike
Yelahanka Division

Sl. No.	Name of the Work	Est. Cost in Lakhs	EMD in Lakhs	Category	Cost of Tender form in Rs. (Non-Refundable)
1	Additional Developments to Yelahanka Kalyani in Kempegowda ward No 01 of Yelahanka Sub Division	60.00	1.20	-	As per E-Procurement Portal
2	Construction of Drain Parallel to Railway line at Sangappa Layout in Kempegowda ward No 01 of Yelahanka Sub Division	75.00	1.50	-	As per E-Procurement Portal
3	Drilling of Handwells and Providing GYM and Children Play Equipments in Yelahanka Lake at Ward No 01	50.00	1.00	-	As per E-Procurement Portal
4	Improvements and Development of Santha Sengal Park in Attur ward No 03 of Yelahanka Satellite Town sub Division	100.00	1.50	-	As per E-Procurement Portal
5	Improvements and Development of Sangolli Rajanna Park in Attur Ward No 03 of Yelahanka Satellite Town Sub Division	100.00	1.50	-	As per E-Procurement Portal
6	Asphalting and Balance roads at Mupeshwara Layout in ward No 03 of Yelahanka Satellite Town sub Division	70.00	1.40	-	As per E-Procurement Portal
7	Improvements and Asphalting to Chikkadurga and surrounding areas in Attur ward No 03 of Yelahanka Satellite town sub Division	200.00	3.00	-	As per E-Procurement Portal
8	Construction of End of Drain at 16 th A Cross in ward no 04 of Yelahanka Satellite Town Sub Division	100.00	1.50	-	As per E-Procurement Portal
9	Asphalting of Balance roads at Mathru Layout in ward No 04 of Yelahanka Satellite town Sub Division	70.00	1.40	-	As per E-Procurement Portal
10	Improvements and Development of Raj Park in Yelahanka New Town Ward No 04 of Yelahanka Satellite Town Sub Division	100.00	1.50	-	As per E-Procurement Portal
2 nd Call					
11	Construction of roads and drains at 22 nd B Cross roads, Housing board C Block near Hoysala Stadium in ward no 04 Yelahanka New Town sub Division	25.00	0.50	SC	As per E-Procurement Portal

Calendar of events:

- Date of Pre bid meeting at the office Executive Engineer (Yelahanka Division) on 20-05-2022 at 16.00 hrs
- Date of Opening of bids on 27-05-2022 after 16:00 hours

Executive Engineer
Borhat Bengaluru Mahanagara Palike
Yelahanka, Division

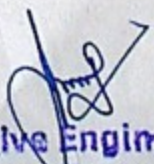
ESSENTIAL CONDITIONS

1. The Tender Notification GOK e-Procurement
2. The interested contractor may choose or otherwise
3. Tender documents website <http://eprocurement.gov.in> Bidders/Contractors participating through Helpdesk at 080-22222222
4. The contractors shall and time of submission notified in the tender
5. The contractor / supplier the bid on e-procurement date and time notified
6. The tenders will be
7. The Tender will be
8. The Contractor is the tender after purchase
9. The Successful tender receipt of intimation rejected without
10. The Contractor / or maximum within of such change liability lies on the
11. The Work shall the Date of Work is not interested Alternate Agent
12. Defect Liability Notice 12 months
13. FSD will be
14. Tenders must below. Earned Tender documents
15. Frequency of contractor 1984 Handbook 2017 Manual Quality Standards Guidelines 2005 National any other consultant

ESSENTIAL CONDITIONS:

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2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
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4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the e-procurement portal along with stipulated EMD notified in the tender document.
5. The contractor / supplier shall attach scanned DD or Bank Guarantee (for EMD) along with the bid on e-procurement portal and submit the original Bank Guarantee on before the last date and time notified in the Tender Document to the Tender Inviting authority.
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Yelahanka Division

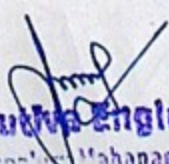
36. In the event of the specified date of tender opening being declared a holiday for the tender inviting authority, the tenders will be opened the next immediate working day.
37. As per Commissioner inter Office Note No: D/2018/1629/18-19 Dated: 18-08-2018. The Contractors to Implement/Entrusted the works in 3 shifts round the clock.
38. Bidders Should Submit the one set of **Hard Copy with spiral Binding of all documents which are uploaded in the e-portal to this office before opening the technical bid.** Otherwise their bid will be rejected.
39. The Bidder /Contractors should shall not Quote below the minimum labour rates prevailing @ the time of Tender Notification. If so they shall be provide the Rate Analyses for the same. (To be uploaded in e-procurement plat form).
40. The Works reserved for SC/ST category relaxation of Tender clauses will be applicable as per Government order No: FD 876 Exp-12/2017, Dated: 10-10-2017.

Sd/-
Executive Engineer
Yelahanka Division

Copy to:

1. The Chief Commissioner, BBMP for kind information.
2. Copy submitted to the Special Commissioner (Projects) for kind information.
3. Copy submitted to Zonal Commissioner (Yelahanka) For Kind Information.
4. Copy submitted to the Special Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
5. Copy submitted to the Joint Commissioner (Yelahanka) for kind information.
6. Copy submitted to the Engineer-In-Chief for kind information.
7. Copy submitted to the Chief Engineer (Yelahanka) for kind information.
8. Copy submitted The Deputy Commissioner (Bengaluru Urban) for kind information & requested to arrange for publication and to send a copy of the same to this Office for further action.
9. Copy submitted to Chief Auditor / Chief Account officer for kind information
10. Copy submitted to A.C.F (Yelahanka) for information.
11. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
12. Copy to Acct. Suptd. / Cashier of Division office for Necessary Action..
13. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
14. Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.
15. Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.
16. Notice Board / Office Copy.

Executive Engineer
Yelahanka Division
Bruhath Bangalore Mahanagara Palike


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Yelahanka Division

F. Award of contract

22. Award criteria
23. Employer's right to accept any Tender and to reject any or all Tenders
24. Notification of award and signing of Agreement
25. Security deposit
26. Corrupt or Fraudulent Practices

- 3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

$$\text{Assessed available tender capacity} = (A * N * 2.5 - B)$$

Where ;

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2021-22 price level, of existing commitments and on-going works to be completed during the next 6 Months.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

- 3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response Technical/commercial through e-procurement portal online after downloading the tender.

5. Amendment of Tender documents

- 5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
- 5.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal which Contractors should download.
- 5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on line through e-procurement portal, in accordance with Sub-Clause 12.2 below.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at any nationalized banks
 EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:
 a. EMD will be accepted only in the form of **electronic cash** will be maintained in the Govt.'s central pooling account any nationalized banks.
 b. The entire EMD amount for a particular tender has to be paid in a single transaction
 For details on e-Payment services refer to e-procurement portal for more details on the process.

Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the supplier/contractor registered in the e-Procurement system.

- 9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.
- 9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.
- 9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 9.6 The earnest money deposit may be forfeited.
 - (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
 - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Security deposit

10. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in eprocurement portal.

D. Submission of Tenders

11. Tenderer shall submit the Bid electronically before the submission date and time published.

12. Deadline for submission of the Tenders

- 12.1 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

- 13.1 In online eprocurement system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the eprocurement portal will not be available.

14. Modification and Withdrawal of Tenders

Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time as published in the eprocurement portal.

- 19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- 19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 20 **Correction of errors**
The Tenderer can do Modifications before submitting their bids online only.

21. Evaluation and comparison of Tenders

- 21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.
- 21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 21.4 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 25 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

22. **Award criteria**
- 22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.
23. **Employer's right to accept any Tender and to reject any or all Tenders**
- 23.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.
24. **Notification of award and signing of Agreement**
- 24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.
- 24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

[Attach copy]

Place of Registration

(Attach Copy)

Principal place of business:

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs) (Attach Certificate from Chartered Accountant)

2015-16 _____
2016-17 _____
2017-18 _____
2018-19 _____
2019-20 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above. (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Year	Name of Work	Name of Employer	Quantity of work performed (As per Clause 3.2 (C))				Remarks (Indicate contract reference)
			Earth work Excavation	WBM with grade-II & Grade-III Metal	Cement Concrete	Asphalting	
2015-16							
2016-17							
2017-18							
2018-19							
2019-20							

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work
DELETED			

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status
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1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works :

Asphalting and Balance roads at Muneshwara layout in ward No 03 of Yelahanka Satellite Town sub Division

To:
The Executive Engineer
Yelahanka Division
B.B.M.P. Bangalore-64

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of (in fig) (in letters)

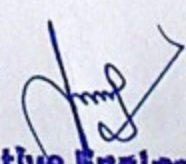
This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory: _____

Name of Tenderer _____
Address: _____


Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Issue of Notice to proceed with the work
(letterhead of the Employer)

_____ (date)

To

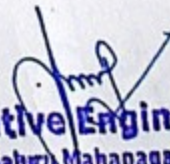
_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the Asphaltting and Balance roads at Muneshwara layout in ward No 03 of Yelahanka Satellite Town sub Division at Tender Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of Signatory
authorized to sign on behalf of Employer)


Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

SECTION 5: CONDITIONS OF CONTRACT

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	36. Liquidated damages
	37. Cost of repairs
E.	Finishing of Contract
	38. Completion
	39. Taking Over
	40. Final account
	41. As built drawings and/or Operating and Maintenance Manuals
	42. Termination
	43. Payment upon termination
	44. Property
	45. Release from performance
F.	Special Conditions of Contract

- (4) Contract Data
- (5) Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

- 3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

- 4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

- 5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

- 9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

- 11.1 The Employer is responsible for the excepted risks which are:
- (a) In so far as rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
 - (b) a cause due solely to the design of the Works, other than the Contractor's design; or
 - (c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen; or

B. Time Control

21. Program

- 21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

- 22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

- 22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

- 23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

- 24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.
- 24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

- 25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

26. Tests

- 26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

- 27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

28. Uncorrected defects

- 28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

32. Submission of bills for payment

- 32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
- 32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
- 32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

- 33.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay the liquidated damages for short fall in progress. For progress beyond the approved program, payment is subject to availability of grants.
- 33.2 Items of works for which no rates or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the contract.

34. Compensation events

- 34.1 The following are Compensation events unless they are caused by the Contractor:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - (b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - (d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (e) The effect on the Contractor of any of the Employer's Risks.
 - (f) The Employer unreasonably delays issuing a Certificate of Completion.
 - (g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.
- 34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

- 35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

- (e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.
- 42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

- 43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

- 43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

- 44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

- 45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

General Conditions :

- (a) 1% of the Tendered amount will be deducted towards "Labour Welfare Fund"
- (b) The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals during the opening of the Technical Bid "Mandatorily". This is in addition to Uploading all the relevant Documents in the e-procurement portal. If the Originals are not submitted, the Tender will be rejected.
- (c) All other documents which are required to be submitted are to be uploaded in the e-Procurement Portal in General Documents section, while electronically submitting the bid. If any of the Documents as desired are not submitted the Tender will be rejected.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause Reference

The Employer is :

[1.1]

Address: The Executive Engineer, Yelahanka Division BBMP Bangalore

Name of authorized Representative:

The name and identification number of the Contract is

Asphalting and Balance roads at Muneshwara layout in ward No 03 of Yelahanka Satellite Town sub Division The start date shall be the date of issue of notice to proceed with the work.

The Intended Completion Date for the whole of the Works is Four Months with the following milestones

The Site Possession Date is: One week after the issue of work order.

[18]

The Site is located at in Yelahanka Bangalore-64.

[1.1]

And is defined in drawings nos.

[27]

The Defects Liability Period is 1 Years

[36]

The liquidated damages for the whole of the works are
Rs. 0.10 % of contract price per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

The date by which "as-built" drawings (in scale 1:100) in 2 sets are required is within 30 days of issue of certificate of completion

[41]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is Rs. 25000.00

[41]

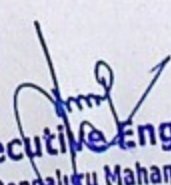
The following events shall also be fundamental breach of the contract :

[42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent.

[43.1]


Executive Engineer
Bauhat Bengaluru Mahanagara Palike
Yelahanka, Division

SECTION-9 BILL OF QUANTITIES

SECTION-9 BILL OF QUANTITIES

BRUHAT BANGALORE MAHANAGARA PALIKE

NAME OF WORK:- Asphalting of Balance roads at Muneshwara layout in ward No-03 of Yelahanka satellite town sub division.

SCHEDULE B

Item No	Description of Work	Unit	Total Quantity as per Estimation	Rate as per estimate in Rs.	
				In Figures	In Words
1	Removing and refixing stone slabs of drains and pointing in CM (1:3) and as per the directions of the Engineer-in-charge of the work	Sqm	94.14		
2	Earth work excavation by manual means for drains, canals, waste weir, draft, approach channels, key trenches, foundation of bridges and such simillar works in all kinds of soils, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter, excavated surface leveled and sides neatly dressed disposing off the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools & other appurtenances required to complete the work and as per the directions of the Engineer-in-charge of the work	Cum	557.94		
3	Providing One line dressing to granite stone slab/ granite stone masonry as per specification and as per the directions of the Engineer-in-charge of the work	Sqm	94.14		
4	Providing and laying in position plain cement concrete Mix 1:3:6 (M10) for levelling course for all works in foundation. Using 40 mm nominal size graded crushed coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machineries, curing, and all the other appurtenances required to complete the work as per technical specifications. and as per the directions of the Engineer-in-charge of the work	Cum	92.64		

5	Providing and laying in position Reinforced cement concrete for all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necessary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork to be paid separately) and as per the directions of the Engineer-in-charge of the work	Cum	181.05
6	Supplying, Fitting and Placing un-coated TMT bar Reinforcement in sub-structure complete as per Drawing and Technical Specifications and as per the directions of the Engineer-in-charge of the work	tonne	13.08
7	Providing and Fixing pre cast covering Slab 250mm thick made out of CC 1:2:4 and jelly 20mm Down size with steel reinforcement including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc, Technical Specifications and as per the directions of the Engineer-in-charge of the work	Sqm	376.56
8	Providing and Fixing pre cast covering Slab 250mm thick made out of CC 1:2:4 and jelly 20mm Down size with steel reinforcement including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc Technical Specifications and as per the directions of the Engineer-in-charge of the work	Sqm	36.24
9	Earth work in surface excavation by mechanical means for lowering & leveling the ground for all works other than foundation in all kinds of soils & upto depth not exceeding 300mm as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter including dressing of excavated surfaces, disposing off or levelling the excavated earth or sorting & stacking the selected earth for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage of machinery & other appurtenances required to complete the work. Technical Specifications and as per the directions of the Engineer-in-charge of the work	Cum	45.68

R. A.

Executive Engineer
 District Bengaluru Mahanagara Palike
 Yelahanka, Division

10	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density Technical Specifications. and as per the directions of the Engineer-in-charge of the work	Cum	45.68		
11	KSRRB 500-1.Cleaning the existing WBM Road surface including removing of binding materials and other foreign matter with wire brushes and small picks sweeping with brooms or soft brushes and finally dusting with old gunny bags and bar or compressed air to receive bituminous treatment including cost of all materials, labhour, HOM of machineries complet as per specifications.	Sqm	198.61		
12	Providing and applying primer coat with SS1 grade Bitumen Emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.90 kg per m2 using mechanical means MORTH Specification Technical Specifications.and as per the directions of the Engineer-in-charge of the work	Sqm	727.49		
13	Providing and laying Dense Graded Bituminous Macadam with 40/60 TPH capacity HMP using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH specification clause No. 505 complete in all respects.	Cum	36.37		
14	KSRRB 500-2.Cleaning the existing black topped surface with brooms,soft brushes and finally dusting with old gunny bags and/or compressed air to receive bituminous treatment including cost of all materials,labhour, HOM of machineries complete as per specifications.Technical Specifications.and as per the directions of the Engineer-in-charge of the work	Sqm	2115.50		
15	Providing and applying tack coat with RS1 Bituminous Emulsion using emulsion pressure distributor at the rate of 0.25 kg/m2 on the prepared bituminous surface cleaned with mechanical broom MORTH Specification Technical Specifications.and as per the directions of the Engineer-in-charge of the work	Sqm	2115.50		

16	Providing and laying Bituminous Concrete with 40/60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 5.4 percent of mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects Technical Specifications and as per the directions of the Engineer-in-charge of the work.	Cum	84.62		
17	Road Marking with Hot Applied Thermoplastic Compound with Reflectors Glass Beads on Bituminous Surface Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectors glass beads @ 250 g/m ² area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35:2015. The finished surface to be level, uniform and free from streaks and holes, and as per the directions of the Engineer-in-charge of the work	Sqm	81.12		
18	Loading and Unloading of Stone Boulder Stone aggregates Sand Kankar Moorum, and as per the directions of the Engineer-in-charge of the work	Cum	603.62		
19	Cost of Haulage Excluding Loading and Unloading Taking output 18 t load and lead 10 km = 180 t km and as per the directions of the Engineer-in-charge of the work	t Km	772.63		

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer,
Yelahanka Division, Bangalore-64

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute Asphaltting and Balance roads at Munchswara layout in ward No 03 of Yelahanka Satellite Town sub Division AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ Rupees _____ and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

Executive Engineer
Bhhat Bengaluru Mahanagara Palike
Yelahanka, Division

We further a
the Works to be perfo
and the Contractor sh
notice of any such ch
This guarant

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____


Executive Engineer
Bauhat Dargaharu Mahanagam Polka
Yelahanka, Bangalore.